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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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10/730,598

12/08/2003

Howard Borenstein

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EXAMINER

DANNEMAN, PAUL

ART UNIT

PAPER NUMBER

3627

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PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

<b>Office Action Summary</b>	<b>Application No.</b>	<b>Applicant(s)</b>	
	10/730,598	BORENSTEIN ET AL.	
	<b>Examiner</b>	<b>Art Unit</b>	
	Paul Danneman	3627	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

#### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

#### Status

- 1) ☒ Responsive to communication(s) filed on 08 December 2003.
- 2a) ☐ This action is **FINAL**.                      2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

#### Disposition of Claims

- 4) ☒ Claim(s) 1-33 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-33 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

#### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 08 December 2003 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

#### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☒ All    b) ☐ Some \*    c) ☐ None of:
1. ☒ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

#### Attachment(s)

- |                                                                                        |                                                                   |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)            | 4) <input type="checkbox"/> Interview Summary (PTO-413)           |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)   | Paper No(s)/Mail Date. _____                                      |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date <u>8 December 2003</u> .                                         | 6) <input type="checkbox"/> Other: _____                          |

## DETAILED ACTION

### Status of Claims

1. This office action is in response to your application filed on 8 December 2003.
2. Claims 1-33 have been examined.

### *Claim Rejections - 35 USC § 103*

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

4. The factual inquiries set forth in *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

5. **Claims 1-3, 15-17, and 30-32** are rejected under 35 U.S.C. 103(a) as being unpatentable over Distributor Contract.

### **Claims 1, 15, and 30:**

With regard to the limitations:

- ***Profile document between a first and second entity, containing correspondence information.***

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- ***Creating a stipulations document containing business process to be followed during the interaction between the entities.***
- ***Creating a command reference document representing business logic supporting the business processes.***
- ***Integrating second entity into a computerized marketplace by deploying profile document.***

Distributor Contract does not disclose the business relationship between the two entities as taking place in a computerized marketplace. However, Distributor Contract in at least Article I, (Term of Agreement) discloses the limitations related to the business logic, business processes, definitions, and in Article II, discloses purchase orders and related matters, Article III, discloses delivery of products and related matters, ARTICLE IV, discloses Warranties, Indemnities and Liabilities, Article V, discloses Payment Terms, Article VI, discloses Termination of Contract, and Article VII. Miscellaneous (Relationships, Arbitration, Contact Method, Software Licenses, Remedies, and etc.). Therefore, it would be obvious, to a person of ordinary skill to agree that all the terms and conditions of the profile, stipulations and the command reference documents which describe and document the business relationship between two entities is functionally identical to the scope and contents of the Distributor Contract. Furthermore, it would be obvious to a person of ordinary skill that a contract authorizes one entity to conduct business in a region, without stipulations limiting how that business will be conducted can be interpreted to mean that the grantee of the Distribution Contract is not precluded from conducting their business over a computerized marketplace and / or "bricks-n-mortar" locations.

**Claims 2, 16, and 31:**

With regard to the limitations:

- ***Using information from profile, processes and stipulations and command reference.***

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Distributor Contract discloses all the interaction between the profile, process, stipulation and command reference documents throughout all Seven Articles. Therefore, it would be obvious to a person of ordinary skill to determine that the contents of the Distributor Contract adequately disclose the business interaction between two entities and that any other processes or stipulations would be amended into the contract.

**Claims 3, 17, and 32:**

With regard to the limitation to Claims <sup>3</sup>~~2~~, <sup>17</sup>~~16~~, and <sup>32</sup>~~31~~:

- ***1<sup>st</sup> Entity is a manufacturer and 2<sup>nd</sup> Entity is a distributor.***

Distributor Contract discloses the business relationship between a manufacturer and a distributor.

Therefore, it would be obvious, to a person of ordinary skill to agree that the Distributor Contract discloses the business relationship between a manufacturer and a distributor.

6. **Claims 4-14, 18-29, and 33** are rejected under 35 U.S.C. 103(a) as being unpatentable over Distributor Contract as applied to **Claims 1-3, 15-17, and 30-32** above, and further in view of Bonneau et al., US 6.978,273 B1.

**Claims 4, 18, and 33:**

Distributor Contract does not disclose the following limitations to Claims <sup>4</sup>~~3~~, <sup>18</sup>~~17~~, and <sup>33</sup>~~32~~:

- ***Creating a distributor proxy store.***
- ***Creating a distributor profile document.***
- ***Distributor default profile references a profile document for distributor in a channel store.***

However, Bonneau et al. in at least Fig.1, Fig.2, and Column 3, lines 1-17 discloses a centralized database with a rules set which expresses the constraints that define a subset of the catalog data for creating a virtual custom catalog for web servers, distributor web sites, etc. which are unique to each entity. Therefore, it would be obvious, at the time of the invention, to a person of ordinary

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skill in the art that the modification of Distributor Contract by Bonneau et al. creates a complete business solution for a virtual marketplace with distributor proxy stores which can be unique in their look-and-feel and easy to maintain (Bonneau, Column 1, 42-57 and Column 2, lines 1-40).

**Claims 5-9, and 19-23:**

F2.  
9/4/07  
Distributor Contract does not disclose the following limitations to Claims <sup>5-9 19-23</sup> 4 and 18:

- ***Distributor referential interface is a command reference object interface.***
- ***Reference document refers to a series of customizable commands representing a business logic implementation for the distributor.***
- ***Distributor referential interface command reference documents specified authentication and timeout settings for business logic implementation.***
- ***Distributor profile document specifies a messaging profile.***
- ***Referential interface has a property of being customizable and extensible.***

However, Bonneau et al. in at least Fig.5a through Fig.5c, and Column 4, lines 36-53 discloses a set of rules that are developed and assigned to each entity and each entity is assigned a unique identifier, associating that entity with a set of rules. Bonneau et al. in at least Column 5, lines 39-59 further discloses that the set of rules are separately maintained from the centralized product database and in at least Column 6, lines 50-67 further discloses an embodiment with a web server that couples buyer-authorized and seller-authorized users to the application server over the Internet and the scope of what is accessible by the buyer is customizable and controlled by the seller. Bonneau et al. in at least Column 7, lines 17-37 further discloses a messaging or exportation profile using various protocols. Therefore, it would be obvious, at the time of the invention, to a person of ordinary skill in the art that the modification of Distributor Contract by Bonneau et al. creates a complete business solution for a virtual marketplace with distributor proxy stores which can be unique in their look-and-feel and easy to maintain (Bonneau, Column 1, 42-57 and Column 2, lines 1-40).

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## Claims 10, and 25:

*P2*  
*9/4/07*

Distributor Contract does not disclose the following limitation to Claims <sup>10</sup>~~8~~, and <sup>25</sup>~~23~~:

- ***Profile document is an XML based document.***

Bonneau et al. in at least Column 7, lines 46-67 discloses the use of XML and other formats for messaging. It would have been obvious, at the time of the invention, to a person of ordinary skill in the art to modify the Distributor Contract with the messaging implementation details disclosed in Bonneau et al. as a means of automating the business-to-business (B2B) procurement processes and relationships between two business entities (Bonneau et al., Column 1, lines 42-52).

## Claims 11, and 26:

Distributor Contract does not disclose the following limitations to Claims <sup>11</sup>~~10~~, and <sup>26</sup>~~25~~:

- ***Manipulation of referential interface causes an action to be performed for the distributor.***
- ***Action selected is from a group of Add Distributor, Delete Distributor, and Reconfigure Distributor.***

Bonneau et al. does not disclose manipulating the referential interface to Add, Delete or Reconfigure a Distributor. However, Bonneau in at least Figs. 6a-6h and Column 12, lines 19-44 discloses adding, and changing rule sets for a list of buyers. Therefore, it would be obvious at the time of the invention to a person of ordinary skill in the art that Bonneau's disclosure fully encompasses the limitations of Claims 11 and Claims 26 and that modifying Bonneau, to identify and add distributor, with Distributor Contract provides the basis for a solid business solution for business-to-business procurement.

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## Claims 12, and 27:

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Distributor Contract does not disclose the following limitation to Claims <sup>12</sup>~~1~~, and <sup>27</sup>~~15~~:

- ***Computer system is one of many networked nodes allowing first and second entity to be located on different nodes and interacting over the network.***

Bonneau et al. in at least Fig.1, Fig.2, Column 12, lines 65-67 and Column 13, lines 1-33 the use of the internet or other networks to interconnect various elements of the computer system between the various business entities. Therefore, it would be obvious at the time of the invention to a person of ordinary skill in the art that Bonneau's disclosure fully encompasses the limitation of Claims 12 and Claims 27 and that modifying Bonneau with Distributor Contract provides the implementation details not contained in the Distributor Contract and provides a basis for a solid business solution for business-to-business procurement.

## Claims 13, and 28:

Distributor Contract does not disclose the following limitation to Claims <sup>13</sup>~~13~~, and <sup>28</sup>~~27~~:

- ***Distributor is one of many distributors.***

However, Bonneau et al. in at least Fig.1, and Column 1, lines 35-41 discloses customized catalogs for an arbitrary number of different buyers. Bonneau et al. in at least Column 1, lines 43-52 further discloses this a business-to-business (B2B) application. Therefore, it would be obvious at the time of the invention, to a person of ordinary skill in the art to determine that buyers and sellers may be distributors and that the modification of Distributor Contract with Bonneau et al. to further identify the distribution arrangement results in a contractually sound business-to-business procurement solution.



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**Claims 14, 24, and 29:**

Distributor Contract does not disclose the following limitation to Claims <sup>14</sup>~~13~~, <sup>24</sup>~~22~~, and <sup>29</sup>~~26~~:

- ***Distributor has its own profile document.***

Bonneau et al. does not disclose a profile document for each distributor. However, Bonneau in at least Figs. 6a-6h and Column 12, lines 19-44 discloses adding, and changing rule sets for a list of buyers. Therefore, it would be obvious at the time of the invention to a person of ordinary skill in the art that Bonneau's disclosure of a rules set identifying what products buyers and sellers may access fully encompasses the limitations of Claims 11 and Claims 26 and that modifying Bonneau with Distributor Contract provides the basis for a solid business solution for business-to-business procurement by providing the distributor implementation details not contained in Distributor Contract.

**Conclusion**

7. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Paul Danneman whose telephone number is 571-270-1863. The examiner can normally be reached on Mon-Thurs. 6:00AM to 5:00PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Florian Zeender can be reached on 571-272-6790. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

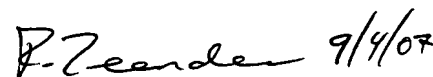


Paul Danneman

Patent Examiner

Art Unit 3627

4 September 2007



F. RYAN ZEENDER  
SUPERVISORY PATENT EXAMINER